



2022-0008442

Yolo County Clerk/Recorder
Jesse Salinas

Friday, Apr 01, 2022 01:15:47 PM

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Davis
23 Russell Blvd
Davis, CA 95616
Attn: Community Development and
Sustainability

Titles: 1

Pages: 6

Fees:

\$31.00

CA SB2 Fee:

\$0.00

Taxes:

\$0.00

Total:

\$31.00

KELLIE BRUTON =DAVIS CITY CC 4117

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

SB 2 - Govt Exempt

FIRST MINOR AMENDMENT OF
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF DAVIS AND BRETTON WOODS LLC RELATING TO THE
DEVELOPMENT OF THE WEST DAVIS ACTIVE ADULT COMMUNITY PROJECT

THIS FIRST MINOR AMENDMENT OF DEVELOPMENT AGREEMENT (the "First Minor Amendment" or "this Amendment") is entered into this 24th day of February, 2022, by and between the CITY OF DAVIS, a municipal corporation ("City") and BRETTON WOODS, LLC, a California limited liability company ("Bretton Woods, LLC") pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. Development Agreement. On June 12, 2018, that certain agreement entitled "Development Agreement By and Between the City of Davis and Binning Ranch Holding Company ("BRHC"), and J. David Taormino ("Taormino") Relating to the Development of the West Davis Active Adult Community Project" (the "Original Development Agreement") as approved by the City. The Original Development Agreement was recorded in the Official Records of Yolo County on June 27, 2019 as Instrument No. 2019-0014309-00.

B. Reorganization. Through a reorganization of BRHC and Taormino's business structure, BRHC and Taormino fully assigned all of their respective rights in, to and under the Original Development Agreement, to Bretton Woods, LLC.

C. Property. The subject of this First Minor Amendment is the development of the property, comprising of approximately 75 acres of land within the City's northwest boundaries (APN 036-060-005-000) ("the Property"), as shown in Exhibit A of the Original Development Agreement.

D. Purpose of Minor Amendment. Bretton Woods, LLC desires to amend the Original Development Agreement to clarify obligations contained in two sections of the Original Development Agreement, as described below:

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a. Bretton Woods, LLC requests a revision to Section 103(3) of the Original Development Agreement to allow for certain obligations identified in Section 201 of that agreement to remain the sole obligation of Bretton Woods LLC, while others may be assigned to a future homebuilder, and the majority remain generally applicable in order to facilitate the development of the Property.

b. Bretton Woods, LLC requests an amendment Exhibit F of the Original Development Agreement, entitled "Transportation and Circulation Commitments," to allow for certain Covell improvements to be phased concurrent with the construction of homes. The obligation to complete construction of roadway improvements consistent with the Baseline Project Features remains in place.

E. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Davis and an applicant for a development project to enter into a development agreement establishing certain development rights in and obligations with respect to the Property which is the subject of the development project application. In addition to this statutory authorization, Section 107(2) of the Original Development Agreement allows for minor changes with respect to the details and performance of the agreement to be approved by the City Manager. The changes requested by Bretton Woods, LLC, are the types of minor adjustments that may be approved by the City Manager and Developer under the Original Development Agreement.

F. Environmental Review. On June 12, 2018, the City Council, in Resolution 18-093 certified as adequate and complete the Final EIR for the West Davis Active Adult Project (subsequently the Bretton Woods Project). Feasible mitigation measures were suggested in the EIR and were incorporated into the Project and into the terms and conditions of the Development Agreement. This Amendment is exempt from the California Environmental Quality Act ("CEQA") under the general rule consistent with State CEQA Guidelines §15061(b)(3) that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The changes proposed by this Amendment are administrative in nature and do not result in any physical changes or modifications to the Project analyzed in the Final EIR for the Bretton Woods Project.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Minor Amendment of Development Agreement. The City of Davis and Bretton Woods, LLC agree to amend the Original Development Agreement as follows:

- a. Amended Section 103(3).

Section 103(3) is amended to read as follows:

The Specific Development Obligations set forth in Article II, Section B [Sec. 201], are not severable without an affirmative act of Council, and any sale of the Property, in whole or in part, or assignment of this Agreement, in whole or in part, which attempts to sever such conditions without Council action shall constitute a default under this Agreement and shall entitle the City to terminate this Agreement in its entirety.

b. Amended Exhibit F.

Exhibit F is amended to read as follows:

Major Transportation Commitments with Triggers. Developer agrees to construct, and complete the construction of the following improvements, prior to issuance of the hundred-and-seventy-fifth (175th) building permit for a residential unit. Improvements shown are conceptual; final design details may include engineering revisions to meet City standards, subject to the satisfaction of Public Works.

2. Consistency with General Plan. The City hereby finds and determines that execution of this First Minor Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

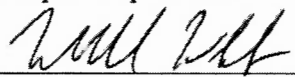
3. Minor Amendment; Balance of Development Agreement Remains In Full Force. This First Minor Amendment amends, but does not replace or supersede, the Original Development Agreement. In the event of any conflict, the language of this First Minor Amendment shall be controlling in all events or circumstances. Except as modified hereby, all other terms and provisions of the Original Development Agreement shall remain in full force and effect. Pursuant to Section 107(2) of the Original Development Agreement, this First Minor Amendment solely makes minor clarifications and adjustments to allow for project flexibility and does not change any substantive features of the Project or the Original Development Agreement. Therefore, this First Minor Amendment does not constitute an amendment of the Original Development Agreement under Government Code Section 65868

4. Form of Minor Amendment; Execution in Counterparts. This First Minor Amendment may be executed in duplicated originals, each of which is deemed to be an original, and may be executed in counterparts.

IN WITNESS WHEREOF, the City of Davis, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. 2534, adopted by the Council of the City of Davis on June 12, 2018, and Bretton Woods, LLC have caused this Amendment to be executed.


CITY:

CITY OF DAVIS,
a municipal corporation

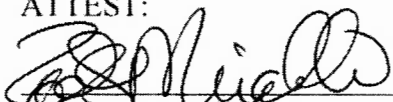
By: 
Mike Webb, City Manager

BRETTON WOODS, LLC:

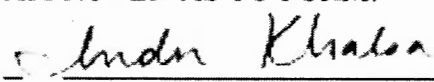
BRETTON WOODS LLC,
a California limited liability company

By: 
J. David Taormino, Manager

ATTEST:


Zoe Mirabile, City Clerk

APPROVED AS TO FORM:


Inder Khalsa, City Attorney

APPROVED AS TO SUBSTANCE:

Sherri A. Metzker
Digitally signed by Sherri A. Metzker
DN: cn=Sherri A. Metzker, c=US
email=smetzker@cityofdavis.org
Date: 2022.03.01 14:50:46 -0800
Sherri Metzker, Interim Community
Development Director

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

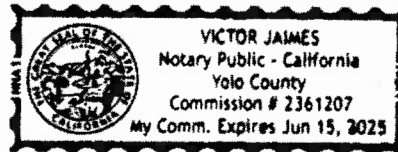
County of Yolo)

On March 3, 2022 before me, Victor James, Notary Public
(insert name and title of the officer)

personally appeared Michael Webb,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Victor James (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

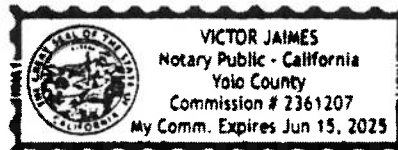
County of Yolo)

On March 4, 2022 before me, Victor Jaimes, Notary Public
(insert name and title of the officer)

personally appeared Joseph David Teormino
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Victor Jaimes (Seal)

END OF DOCUMENT

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